

Agnes K. K.

FIRST AMENDMENT OF OIL, GAS AND MINERAL LEASES

Suzanne Henderson

[illegible]

WHEREAS, K. D. Pool, Jr., as Executor of the Estate of K.D. Pool Sr., deceased ("Lessor") whose address is 1301 County Road 429, Cleburne, Texas 76031, executed an Oil, Gas and Mineral Lease dated March 9, 2007, which is recorded Volume 4107, Page 301 in the Official Records of Johnson County, Texas and Document No. D207127538 of the Official Public Records of Tarrant County, Texas, with a primary term on three (3) years, in favor of XTO Energy Inc. ("Lessee") covering the following land (the "Land"):

11.67 acres, more or less, being out of the R.A. Davis Survey, A-444, Tarrant County, Texas and the R.A. Davis Survey, A-232 and the C. Treese Survey, A-831, Johnson County, Texas, being more particularly described as 12.239 acres in Volume 2818, Page 294, Deed Records, Johnson County, Texas, Save and Except 0.229 acres described in Volume 3348, Page 22 and 0.229 acres described in Volume 3115, Page 858 and 0.201 acres described in Volume 3108, Page 942, all in the Deed Records, Johnson County, Texas; and

WHEREAS, K.D. Pool, Jr., as Executor of the Estate of K.D. Pool, Sr., deceased and Gaila M. Pool, a widow ("Lessors") whose address is 1301 County Road 429, Cleburne, Texas 76031, executed an Oil, Gas and Mineral Lease dated March 14, 2007, which is recorded in Document No. D207127539 of the Official Public Records of Tarrant County, Texas, with a primary term of three (3) years, in favor of XTO Energy Inc. ("Lessee") covering the following land (the "Land"):

33.45 acres, more or less, being a part of the R.A. Davis Survey, A-444, Tarrant County, Texas and being more particularly described in Document No. D206102826 and Document No. D206051710 of the Official Public Records of Tarrant County, Texas; and

Collectively called the “Leases”

WHEREAS, Lessor and Lessee desire to amend the Leases as set forth herein.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree that the Leases are hereby amended as follows:

The Leases effective date shall be November 4, 2008 and the primary term of the Leases shall be three (3) years from November 4, 2008, and:

The following provisions are added as follows:

15. Notwithstanding anything contained herein to the contrary, it is expressly agreed and understood that, in the event that Lessee elects to pool or unitize any of the leased premises, then all of the leased premises will be included in such pool or unit.

16. Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development and production, including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization, incurred prior to the oil, gas and other mineral production leaving the leased premises or prior to delivery into a pipeline or gathering system, whichever occurs first; provided, however, (a) Lessee shall have free use of produced oil and gas for operations conducted on the leased premises or lands pooled therewith, and the royalties on oil and gas herein provided shall be computed after deducting any so used, and (b) Lessor's royalty shall bear its proportionate share of all ad valorem


taxes and production, severance and other taxes and the actual, reasonable costs (including compression and related fuel charges) paid to or deducted by a non-affiliate third party to transport, compress, stabilize, process or treat the oil, gas and other mineral production off the leased premises in order to make the oil, gas and other mineral production saleable, increase its value or in order to get the oil, gas and other mineral production to market. As used herein, the term "affiliate" means (i) a corporation, joint venture, partnership, or other entity that owns more than 10% of the outstanding voting interest of Lessee or in which Lessee owns more than 10% of the outstanding voting interest; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than 10% of the outstanding voting interest of both the Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same person, or group of persons.


Lessor and Lessee hereby adopt, ratify and confirm the Leases as to all of the terms and provisions therein, as amended by this Amendment of Oil, Gas and Mineral Leases, and for the same consideration, Lessor does hereby lease, grant, demise and let the interest of Lessor in the Land covered by the Leases, as amended by this Amendment of Oil, Gas and Mineral Leases, unto Lessee, and its successors and assigns, in accordance with all of the terms and provisions of the Leases, as amended by this Amendment of Oil, Gas and Mineral Leases.

Except as amended by this Amendment of Oil, Gas and Mineral Leases, the Leases are and remain in full force and effect as originally written.

This Amendment of Oil, Gas and Mineral Leases is executed this 29th day of January, 2009.

LESSOR:




K.D. POOL, JR., PRESIDENT OF
VEN-KEN, INC.


K.D. Pool, Jr. as Executor of the
Estate of K.D. Pool, Sr., deceased

Gaila M. Pool

LESSEE:

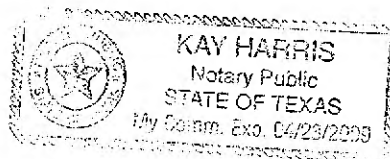
XTO ENERGY INC.


Edwin S. Ryan, Jr.
Senior Vice President – Land Administration


STATE OF TEXAS §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on this 30th day of January, 2009, by K. D. Pool, Jr. as Executor of the Estate of K.D. Pool, Sr., deceased.

Kay Harris
Notary Public, State of Texas



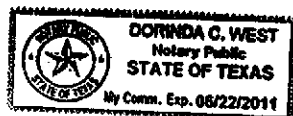
STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of January, 2009, by Gaila M. Pool.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 2nd day of January, 2009, by Edwin S. Ryan, Jr., Senior Vice President - Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Dorinda C. West
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on this 30th day of January, 2009, by Kenneth D. Pool, Jr. as President of Ven-Ken, Inc., a Texas Corporation on behalf of said corporation.

Kay Harris
Notary Public, State of Texas

